

MARC A. PILOTIN
Regional Solicitor
BORIS ORLOV (CSBN# 223532)
Counsel for Wage and Hour
KARLA MALAGON (CSBN#320505)
Trial Attorney
KARINA WEGMAN (DCB#1618649)
Trial Attorney
Office of the Solicitor
United States Department of Labor
300 5th Avenue, Suite 1120
Seattle, WA 98104
Telephone: (206) 757-6753
Email: Wegman.Karina.E@dol.gov

Attorneys for Plaintiff Secretary of Labor

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MARTIN J. WALSH, SECRETARY OF
LABOR, UNITED STATES DEPARTMENT
OF LABOR,

Plaintiff,
v.

NELDY'S R.C., INC., NELSON SENGSON
CASTRO, an Individual, JON NEIL ROQUE
CASTRO, an Individual,

Defendants.

Case No.: 5:22-cv-01959-JGB-KKx

**CONSENT JUDGMENT AND
ORDER**

Plaintiff Martin J. Walsh, Secretary of Labor, United States Department of Labor (“Secretary”), and Defendants Neldy’s R.C., Inc., Nelson Sengson Castro, and Jon Neil Roque Castro (“Defendants”), have agreed to resolve the matters in controversy in this civil action and consent to the entry of this Consent Judgment in accordance herewith:

A. The Secretary filed a Complaint in the above-captioned proceeding naming Defendants and alleging they violated provisions of sections 7, 11(c), 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (“FLSA”), 29 U.S.C. §§ 207, 211(c), 215(a)(2) and 15(a)(5).

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B. Defendants have retained defense counsel and acknowledge receipt of a copy of the Secretary's Complaint in this action.

C. Defendants waive issuance and service of process of the Summons and Complaint and waive their response to the Secretary's Complaint.

D. The Secretary conducted an investigation of Defendants pursuant to the FLSA covering the period of December 1, 2018 to July 31, 2021. The parties have agreed to settle and resolve all alleged FLSA violations attributable to Defendants through this Consent Judgment.

E. The Parties agree to waive findings of fact and conclusions of law and agree to the entry of this Consent Judgment without further contest.

F. Defendants admit that the Court has jurisdiction over the parties and subject matter of this civil action and that venue lies in the Central District of California.

G. Defendant Neldy's R.C., Inc. is a residential care facility with twelve locations.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that, pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their officers, agents, servants, employees, successor companies, parties in interest, and all persons and entities acting at their direction or in concert or participation with them, are permanently enjoined and restrained from violating the FLSA, including through any of the following manners:

1. Defendants shall not, contrary to the FLSA § 7, 29 U.S.C. § 207, employ any employee who in any workweek is engaged in commerce, within the meaning of the FLSA § 3(s), or is employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of FLSA § 3(s), for any workweek longer than 40 hours unless such employee receives compensation for their employment in excess of 40 hours in such workweek at a rate not less than one and one-half times the regular rate at which they are employed.

2. Defendants shall not fail to make, keep, make available to authorized agents of the Secretary for inspection, transcription, and/or copying, upon their demand for such CONSENT JUDGMENT

access, and preserve records of employees and of the wages, hours, and other conditions and practices of employment maintained, as prescribed by regulations issued, and from time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C. §§ 211(c) and 215(a)(5) and the implementing regulations found in Title 29, Code of Federal Regulations, Part 516.

3. Defendants shall comply with the FLSA and, if not already in effect at the time of entry of this Consent Judgment, shall amend and maintain their payroll practices as follows:

- a. Defendants shall accurately record the information required by 29 C.F.R. § 516.2 in the payroll records, including (1) all hours worked by employees each workday and workweek; (2) the rate(s) of pay for each of the hours worked during the workweek; (3) the total weekly straight-time earnings for the hours worked during the workweek; (4) the total premium pay for overtime hours;
- b. Defendants' timekeeping system shall permit employees (as opposed to supervisors) to track their individual work hours daily. The timekeeping system shall be used to calculate hours worked for payroll purposes. If changes in the time records later are required, Defendants shall designate and authorize one or more individuals to correct time entry errors, and the employee must sign off on the change.
- c. Defendants shall pay all employee wages for each pay period with one check and not break up into multiple checks.
- d. Defendants shall maintain all time and payroll records for a period of not less than three years.
- e. Defendants shall record all wages paid to employees, regardless of the manner of payment, on their payroll records, and any expense reimbursements may be recorded in Defendants' accounting system.

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f. Defendants shall inform all supervisors, managers, and persons performing payroll duties of the requirements of this Consent Judgment and shall provide a copy of this Consent Judgment to all supervisors, managers, and persons performing payroll duties.

g. Defendants shall not alter or manipulate time or payroll records to reduce the number of hours actually worked by an employee, and Defendants shall not encourage workers to under-report their hours worked.

h. Defendants shall not direct supervisors, managers, or persons performing payroll duties to falsify time or payroll records in any manner, including reducing the number of hours worked by employees, and Defendants shall direct their supervisors, managers, and persons performing payroll duties to encourage workers to report all hours worked.

4. Defendants, their officers, agents, servants, and employees and those persons in active concert or participation with them, shall not in any way directly or indirectly, demand, require or accept any of the back wages or liquidated damages from any of the employees listed on the attached **Exhibit A**. Defendants shall not threaten or imply that adverse action will be taken against any employee because of their receipt of funds due under this Consent Judgment. Violation of this Paragraph may subject the Defendants to equitable and legal damages, including punitive damages and civil contempt.

5. Defendants, their officers, agents, servants, and employees and those persons in active concert or participation with them, shall not in any way retaliate or take any adverse employment action, or threaten or imply that adverse action will be taken against any employee who exercises or asserts their rights under the FLSA or provides information to any public agency investigating compliance with the FLSA. Violation of this Paragraph may subject the Defendants to equitable and legal damages, including punitive damages and civil contempt.

6. Defendants, jointly and severally, shall not continue to withhold the

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payment of \$345,348.43 in overtime pay hereby found to be due by the Defendants under the FLSA to employees, as a result of their employment by Defendants during the period of December 1, 2018 to July 31, 2021 (“Back Wage Accrual Period”).

FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant Section 16(c) of the FLSA, 29 U.S.C. § 216(c), in favor of the Secretary and against Defendants in the total amount of \$715,696.86. Pursuant to this Judgment, **IT IS HEREBY ORDERED THAT**

7. Defendants shall pay \$345,348.43 in overtime pay hereby due under the FLSA and this Judgment, to employees on **Exhibit A**. In addition, liquidated damages in the amount of \$345,348.43 are hereby due under the FLSA and Defendants shall pay this amount to the employees on **Exhibit A**.

8. The amount of \$25,000 in civil money penalties is assessed against Defendants and finally determined, pursuant to FLSA Section 16(e), 29 U.S.C. § 216(e).

9. Defendants will comply with Paragraphs 7 and 8 of this judgment by making payments as described in **Exhibit B**. Defendants may pay without penalty all or a portion of the amount owed earlier than it is due.

10. To accomplish the requirements of Paragraph 7, Defendants shall:

a. Deliver a check or money order to each person named in the attached **Exhibit A** according to the schedule set forth in **Exhibit B**, for the full amount listed as payable on each date in **Exhibit B**, less the amounts of legal deductions for payroll and withholding taxes thereon (that Defendants shall pay directly to the federal and state agencies entitled thereto when due).

b. Within thirty (30) days of each payment made pursuant to Paragraph 7, deliver to the U.S. Wage and Hour Division evidence of payment to each person paid according to the attached **Exhibit B**, including any and all signed U.S. Wage and Hour Division Receipt for Payment of Back Wages, Employment Benefits, or Other Compensation Form WH-58 receipt forms or copies of canceled checks the Defendants have received at that time.

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c. Within thirty (30) days of each payment due date pursuant to **Exhibit B**, provide the U.S. Wage and Hour Division with a list of all employees who could not be located or who refused to accept any payment made according to **Exhibit B**, their last known address, phone number, social security number, and their gross and net amounts due, and shall deliver to the U.S. Wage and Hour Division one cashier's or certified check, payable to "Wage and Hour Division – U.S. Dept. of Labor" to cover the total back wage and liquidated damages amount due to all employees listed in **Exhibit B** to be paid on that date who could not be located or who refused payment. Defendants may also make this payment online by ACH transfer, credit card, debit card, or digital wallet by going to <https://www.pay.gov/public/form/start/77761888>, or by going to www.pay.gov and searching "WHD Back Wage Payment - WE Region." Payments shall reference Case Number # 1944996.

11. To accomplish the requirement of Paragraph 8, Defendants may make the payment of civil money penalties required by this Consent Judgment according to the payment schedule in **Exhibit B** online by ACH transfer, credit card, debit card, or digital wallet by going to <https://www.pay.gov/public/form/start/77761888>, or by going to www.pay.gov and searching "WHD Back Wage Payment - WE Region", or Civil Money Penalties as applicable. Payments shall reference Case Number # 1944996.

12. In the event of any default in the timely making of any payment due hereunder, the full amount due under the back wage provisions of this Judgment which then remains unpaid, plus post-judgment interest at the rate of 10% per year, from the date of this Judgment until paid in full, shall become due and payable upon the Secretary's sending by ordinary mail a written demand to the last business addresses of Defendants then known to the Secretary with electronic copies also concurrently e-served on Defendants' counsel of record.

13. Defendants shall execute three deeds of trust to secure the payments described in **Exhibit B**. The first deed of trust shall be recorded against the real property
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commonly known as 106 W Stevens Ave., Santa Ana, California 92707, and is attached hereto as **Exhibit C**. Defendants have provided proof of an encumbrance by Select Portfolio Servicing, Inc. of approximately \$334,534.40 as of June 14, 2022 and have represented that this is the only encumbrance on this property. The second deed of trust shall be recorded against the real property commonly known as 820 Centinella Ct., Hemet, California 92544, and is attached hereto as **Exhibit C**. Defendants have provided proof of an encumbrance by Nationstar Mortgage LLC of approximately \$345,386.51 as of June 16, 2022 and have represented that this is the only encumbrance on this property. The third deed of trust shall be recorded against the real property commonly known as 7665 Dufferin Ave., Riverside, California 92504, and is attached hereto as **Exhibit C**. Defendants have provided proof of an encumbrance by Alliance Portfolio of approximately \$420,000 as of May 16, 2022 and have represented that this is the only encumbrance on this property. Defendants have represented that this constitutes sufficient equity to satisfy the outstanding portion of the Judgment of \$715,696.86 plus any interest owed against Defendants. The Secretary shall record the deeds of trust attached as **Exhibit C** once the Court signs this Consent Judgment. Defendants agree not to further encumber the property until the deed of trust is recorded. If Defendants default on their payment obligations, they shall be given thirty (30) days written notice to cure the default (served electronically to Defendants' counsel of record). If Defendants fail to cure their default, Defendants will cooperate with and provide assistance to the Secretary in executing on the deeds of trust. Within forty-five (45) days of Defendants notifying that the Consent Judgment has been satisfied in full, including any interest or penalties for paying the amount due late, the Secretary will provide Defendants with deeds of reconveyance (and/or any other instrument legally required) and provide any necessary cooperation to effectuate the cancellation and removal of the deeds or other encumbrance associated with this Consent Judgment. Defendants will then file the deeds of reconveyance (and/or any other instrument legally required) provided by the Secretary

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to terminate the Secretary's deeds of trust.

14. Within thirty (30) days of the entry of this Judgment, Defendants shall hire a third party to conduct training for all of Defendants' supervisors, managers, and persons performing payroll duties on the requirements of the FLSA, including the overtime, recordkeeping, and anti-retaliation provisions. The training shall include: (a) when employees must be paid for travel time; (b) recordkeeping related specifically to the home health industry; and (c) an overview of the system for reporting FLSA concerns set forth in Paragraph 16 of this Judgment.

15. Within fifteen (15) days of the training enumerated in Paragraph 14, Defendants shall deliver to the U.S. Wage and Hour Division evidence that all supervisors attended the training. Evidence may be provided in the form of a sign-in sheet and may be sent by electronic mail to Salazar.Silvia@dol.gov.

16. Within thirty (30) days of the entry of this Judgment, Defendants shall implement a system for employees to report overtime and minimum wage concerns to Defendants. The mechanism must include a requirement that all reports of overtime and minimum wage concerns be reported to Defendants' senior management team.

17. Within thirty (30) days of the entry of this Judgment, Defendants shall provide written information to all then-existing employees that discusses the FLSA generally and employees' entitlement to minimum wages and overtime compensation under the FLSA that includes reference to the Wage and Hour website (www.dol.gov/whd). This information shall be included in Defendants' employee Handbook that Defendants provide their employees.

18. Within thirty (30) days of the entry of this Judgment, Defendants shall supply all of their employees with copies of the attached **Exhibit D**. In addition, Defendants shall provide copies of **Exhibit D** to all new hires and post a copy at work location where it is visible to employees.

IT IS FURTHER ORDERED that the filing, pursuit, and/or resolution of this proceeding with the entry of this Judgment shall not act as or be asserted as a bar to any CONSENT JUDGMENT

action or claim under FLSA § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached **Exhibit A**, nor as to any employee named on the attached **Exhibit A** for any period not specified therein, nor as to any employer other than Defendants.

IT IS FURTHER ORDERED that each party shall bear their own fees, costs, and other expenses incurred by such party in connection with any stage of this proceeding, including but not limited to attorneys' fees, which may be available under the Equal Access to Justice Act, as amended, to the date of entry of the Judgment herein; and

IT IS FURTHER ORDERED that this Court retains jurisdiction of this action for purposes of enforcing compliance with the terms of this Consent Judgment.

Dated: December 14, 22



HON. JESUS G. BERNAL
UNITED STATES DISTRICT JUDGE

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For the Plaintiff:

MARC A. PILOTIN
Regional Solicitor

/s/ Karina Wegman
KARINA WEGMAN
Trial Attorney

DATE: 11/4/2022

Karla Malagon Castillo
KARLA MALAGON CASTILLO
Trial Attorney

DATE: 11/4/2022

CONSENT JUDGMENT

For Defendants:

The Defendants hereby appear and consent to the entry of this Judgment and waive notice by the Clerk of Court.

Neldy's R.C., Inc.

DocuSigned by:



626333AE2C054BD...

BY: Nelson Sengson Castro
Owner and Chief Executive Officer

DATE: 10/19/2022

DocuSigned by:



626333AE2C054BD...

Nelson Sengson Castro
Individually

DATE: 10/19/2022

DocuSigned by:



626333AE2C054BD...

Jon Neil Roque Castro
Individually

DATE: 10/19/2022

Approved as to Form



Jason Annigian
Attorney for Defendants

DATE: 11/4/2022

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Exhibit A
Employee List

First Name	Last Name	Back Wages Due	Liquidated Damages	Total Due (BWs and LDs)
Alfredo	Adoptante	\$930.35	\$930.35	\$1,860.70
Florante	Adoptante	\$2,402.15	\$2,402.15	\$4,804.30
Darrel	Adrian	\$55.98	\$55.98	\$111.96
Narciso	Aguilar	\$905.28	\$905.28	\$1,810.56
Maria	Alcantara	\$6,508.67	\$6,508.67	\$13,017.34
Lora	Aquino	\$1,058.86	\$1,058.86	\$2,117.72
Jed	Aquino	\$7,463.94	\$7,463.94	\$14,927.88
Paul	Arcinas	\$2,028.72	\$2,028.72	\$4,057.44
Gabriele	Arionday	\$123.97	\$123.97	\$247.94
Aries	Bansil	\$5,728.77	\$5,728.77	\$11,457.54
Rina	Bognot	\$693.90	\$693.90	\$1,387.80
Prince	Booc	\$6,523.44	\$6,523.44	\$13,046.88
Milagros	Borja	\$1,221.33	\$1,221.33	\$2,442.66
Marites	Boyer	\$7,606.64	\$7,606.64	\$15,213.28
Kyle	Bustillo	\$1,135.12	\$1,135.12	\$2,270.24
Marcelo	Caaway	\$6,564.33	\$6,564.33	\$13,128.66
Myrna	Cabaneros	\$954.90	\$954.90	\$1,909.80
John	Calimag Jr.	\$4,031.74	\$4,031.74	\$8,063.48
Gertrude	Canceran	\$7,243.99	\$7,243.99	\$14,487.98
Melquiades	Canceran	\$6,534.73	\$6,534.73	\$13,069.46
Jennelyn	Canlas	\$712.24	\$712.24	\$1,424.48
Corazon	Canlas	\$2,388.78	\$2,388.78	\$4,777.56
Leoncio	Canlas	\$3,965.30	\$3,965.30	\$7,930.60
Mark	Carreon	\$1,846.92	\$1,846.92	\$3,693.84
Reynaldo	Cerezo	\$1,638.46	\$1,638.46	\$3,276.92
Antonio	Co	\$231.15	\$231.15	\$462.30
Robert	Cruz	\$34.58	\$34.58	\$69.16
Purificacion	Cruz	\$385.54	\$385.54	\$771.08
Brian	David	\$471.96	\$471.96	\$943.92
Jerry	DeGuzman	\$334.22	\$334.22	\$668.44
Virgilio	DeLa Rosa	\$5,111.40	\$5,111.40	\$10,222.80
Vaun	DeLos Santos	\$7,198.95	\$7,198.95	\$14,397.90
Grazielle	Din	\$1,513.58	\$1,513.58	\$3,027.16

Nestor	Doroja	\$784.86	\$784.86	\$1,569.72
Jacob Dion	Draculan	\$227.44	\$227.44	\$454.88
Archieval	Espera	\$4,791.56	\$4,791.56	\$9,583.12
Arnie	Espera	\$6,185.03	\$6,185.03	\$12,370.06
Victorio	Esteves	\$14,562.28	\$14,562.28	\$29,124.56
Charmaine	Estigoy	\$1,618.61	\$1,618.61	\$3,237.22
Constancio	Estigoy	\$2,345.17	\$2,345.17	\$4,690.34
Myrna	Evangelista	\$658.04	\$658.04	\$1,316.08
Darrel	Familara	\$204.40	\$204.40	\$408.80
Norbert	Fernando	\$8,009.02	\$8,009.02	\$16,018.04
Rowen	Francisco	\$524.98	\$524.98	\$1,049.96
Luz	Francisco	\$347.24	\$347.24	\$694.48
Ramerl	Francisco	\$3,809.47	\$3,809.47	\$7,618.94
Rowel	Galit	\$1,597.68	\$1,597.68	\$3,195.36
Eldifonso	Gallego	\$2,396.66	\$2,396.66	\$4,793.32
Enriqueta Reinelda	Gallegos	\$149.86	\$149.86	\$299.72
Benjamin	Gamol	\$129.80	\$129.80	\$259.60
Alfredo	Garcia	\$2,055.38	\$2,055.38	\$4,110.76
Fe	Garcia Navarro	\$2,778.11	\$2,778.11	\$5,556.22
Gerry	Garino	\$2,678.22	\$2,678.22	\$5,356.44
Sussette	Gomez	\$9,226.32	\$9,226.32	\$18,452.64
Adam	Greco	\$27.93	\$27.93	\$55.86
Winnie	Greco	\$963.73	\$963.73	\$1,927.46
Conrado	Gutierrez	\$7,324.34	\$7,324.34	\$14,648.68
Hector	Huerta	\$432.02	\$432.02	\$864.04
Junias	Hutabarat	\$14,863.40	\$14,863.40	\$29,726.80
Redentor	Ison	\$213.96	\$213.96	\$427.92
Benjamin	Jacildo	\$571.84	\$571.84	\$1,143.68
Robert	Javier	\$817.80	\$817.80	\$1,635.60
Christian	Lumentah	\$636.90	\$636.90	\$1,273.80
Arsenio	Luna	\$6,786.81	\$6,786.81	\$13,573.62
William	Luzadas	\$3,294.16	\$3,294.16	\$6,588.32
Ruben	Manalang	\$8,276.90	\$8,276.90	\$16,553.80
Gino	Manaloto	\$2,066.07	\$2,066.07	\$4,132.14
Aiko	Manaloto	\$3,360.62	\$3,360.62	\$6,721.24
Maria Karla	Manuel	\$2,340.17	\$2,340.17	\$4,680.34
Nilo	Medina	\$23,561.46	\$23,561.46	\$47,122.92
Rommel	Mendoza	\$8,249.25	\$8,249.25	\$16,498.50
Jay	Miasco	\$3,947.14	\$3,947.14	\$7,894.28

Elie	Naddour	\$190.73	\$190.73	\$381.46
Funmilayo	Olaosebikan	\$68.76	\$68.76	\$137.52
Jesusito	Orolfo	\$6,586.22	\$6,586.22	\$13,172.44
Aries	Parchejo	\$6,820.88	\$6,820.88	\$13,641.76
Kevin	Pascua	\$4,880.36	\$4,880.36	\$9,760.72
John	Penaflor	\$1,936.20	\$1,936.20	\$3,872.40
Ester	Poquiz	\$1,601.71	\$1,601.71	\$3,203.42
Alfonso	Poquiz	\$7,408.50	\$7,408.50	\$14,817.00
Felimon	Rambayon Jr.	\$373.96	\$373.96	\$747.92
Richard	Ratcliffe	\$412.16	\$412.16	\$824.32
Sabino	Razon	\$118.12	\$118.12	\$236.24
Carlo	Rivera	\$7,205.76	\$7,205.76	\$14,411.52
Michelle	Rojas, Castro	\$54.14	\$54.14	\$108.28
Jeffrey	Roque	\$2,444.56	\$2,444.56	\$4,889.12
Virgilio	Rosa	\$116.98	\$116.98	\$233.96
Ariston	Sabarre	\$6,565.74	\$6,565.74	\$13,131.48
Genaro	Salonga	\$40.81	\$40.81	\$81.62
Esmeralda	Salteras	\$901.08	\$901.08	\$1,802.16
Nicolas	Salteras	\$1,411.24	\$1,411.24	\$2,822.48
Omer	Sanga	\$2,361.54	\$2,361.54	\$4,723.08
Cornelio	Sanga Jr	\$4,378.12	\$4,378.12	\$8,756.24
Vaun	Santos	\$60.64	\$60.64	\$121.28
Adrian	Santos	\$947.80	\$947.80	\$1,895.60
Jacinto	Santos	\$2,725.60	\$2,725.60	\$5,451.20
Ronaldo	Saraza	\$65.31	\$65.31	\$130.62
Sandy	Silaban	\$193.82	\$193.82	\$387.64
Marites	Simbulan	\$793.55	\$793.55	\$1,587.10
Jaime	Tan	\$7,242.31	\$7,242.31	\$14,484.62
Guadalupe	Tapia	\$30.24	\$30.24	\$60.48
Walter	Templora	\$6,784.45	\$6,784.45	\$13,568.90
John Jacob	Tolentino	\$47.64	\$47.64	\$95.28
John Paul	Tunac	\$9,109.46	\$9,109.46	\$18,218.92
Rodolfo	Villa	\$9,810.08	\$9,810.08	\$19,620.16
Antonio	Villaluna	\$1,497.36	\$1,497.36	\$2,994.72
Ryan	Villamer	\$1,645.66	\$1,645.66	\$3,291.32
Mark	Vincent	\$151.98	\$151.98	\$303.96

Exhibit B
Payment Schedule

Employer Name: Neldy's R.C., Inc.
Case ID Number: 1944996

Total Amount Due	\$715,696.86
Period in Months	30
Start Date of Payments	10/15/2022
Total Number of Payments	10

Due Date	First Name	Last Name	Back Wages	Liquidated Damages	Total BWs and LDs	Interest	Total Payment Due
Payment 1							
10/15/2022	Alfredo	Adoptante	\$930.35	\$930.35	\$1,860.70	\$0	\$1,860.70
	Darrel	Adrian	\$55.98	\$55.98	\$111.96	\$0	\$111.96
	Narciso	Aguilar	\$905.28	\$905.28	\$1,810.56	\$0	\$1,810.56
	Lora	Aquino	\$1,058.86	\$1,058.86	\$2,117.72	\$0	\$2,117.72
	Gabriele	Arionday	\$123.97	\$123.97	\$247.94	\$0	\$247.94
	Rina	Bognot	\$693.90	\$693.90	\$1,387.80	\$0	\$1,387.80
	Milagros	Borja	\$1,221.33	\$1,221.33	\$2,442.66	\$0	\$2,442.66
	Kyle	Bustillo	\$1,135.12	\$1,135.12	\$2,270.24	\$0	\$2,270.24
	Myrna	Cabaneros	\$954.90	\$954.90	\$1,909.80	\$0	\$1,909.80
	Jennelyn	Canlas	\$712.24	\$712.24	\$1,424.48	\$0	\$1,424.48
	Antonio	Co	\$231.15	\$231.15	\$462.30	\$0	\$462.30
	Robert	Cruz	\$34.58	\$34.58	\$69.16	\$0	\$69.16
	Purificacion	Cruz	\$385.54	\$385.54	\$771.08	\$0	\$771.08
	Brian	David	\$471.96	\$471.96	\$943.92	\$0	\$943.92
	Jerry	DeGuzman	\$334.22	\$334.22	\$668.44	\$0	\$668.44
	Nestor	Doroja	\$784.86	\$784.86	\$1,569.72	\$0	\$1,569.72
	Jacob Dion	Draculan	\$227.44	\$227.44	\$454.88	\$0	\$454.88
	Myrna	Evangelista	\$658.04	\$658.04	\$1,316.08	\$0	\$1,316.08
	Darrel	Familara	\$204.40	\$204.40	\$408.80	\$0	\$408.80
	Rowen	Francisco	\$524.98	\$524.98	\$1,049.96	\$0	\$1,049.96
	Luz	Francisco	\$347.24	\$347.24	\$694.48	\$0	\$694.48
	Enriqueta						
	Reinelda	Gallegos	\$149.86	\$149.86	\$299.72	\$0	\$299.72
	Benjamin	Gamol	\$129.80	\$129.80	\$259.60	\$0	\$259.60
	Adam	Greco	\$27.93	\$27.93	\$55.86	\$0	\$55.86
	Winnie	Greco	\$963.73	\$963.73	\$1,927.46	\$0	\$1,927.46
	Hector	Huerta	\$432.02	\$432.02	\$864.04	\$0	\$864.04
	Redentor	Ison	\$213.96	\$213.96	\$427.92	\$0	\$427.92
	Benjamin	Jacildo	\$571.84	\$571.84	\$1,143.68	\$0	\$1,143.68
	Robert	Javier	\$817.80	\$817.80	\$1,635.60	\$0	\$1,635.60

Due Date	First Name	Last Name	Back Wages	Liquidated Damages	Total BWs and LDs	Interest	Total Payment Due
	Christian	Lumentah	\$636.90	\$636.90	\$1,273.80	\$0	\$1,273.80
	Elie	Naddour	\$190.73	\$190.73	\$381.46	\$0	\$381.46
	Funmilayo	Olaosebikan	\$68.76	\$68.76	\$137.52	\$0	\$137.52
	Felimon	Rambayon Jr.	\$373.96	\$373.96	\$747.92	\$0	\$747.92
	Richard	Ratcliffe	\$412.16	\$412.16	\$824.32	\$0	\$824.32
	Sabino	Razon	\$118.12	\$118.12	\$236.24	\$0	\$236.24
	Michelle	Rojas, Castro	\$54.14	\$54.14	\$108.28	\$0	\$108.28
	Virgilio	Rosa	\$116.98	\$116.98	\$233.96	\$0	\$233.96
	Genaro	Salonga	\$40.81	\$40.81	\$81.62	\$0	\$81.62
	Esmeralda	Salteras	\$901.08	\$901.08	\$1,802.16	\$0	\$1,802.16
	Nicolas	Salteras	\$1,411.24	\$1,411.24	\$2,822.48	\$0	\$2,822.48
	Vaun	Santos	\$60.64	\$60.64	\$121.28	\$0	\$121.28
	Adrian	Santos	\$947.80	\$947.80	\$1,895.60	\$0	\$1,895.60
	Ronaldo	Saraza	\$65.31	\$65.31	\$130.62	\$0	\$130.62
	Sandy	Silaban	\$193.82	\$193.82	\$387.64	\$0	\$387.64
	Marites	Simbulan	\$793.55	\$793.55	\$1,587.10	\$0	\$1,587.10
	Guadalupe	Tapia	\$30.24	\$30.24	\$60.48	\$0	\$60.48
	John Jacob	Tolentino	\$47.64	\$47.64	\$95.28	\$0	\$95.28
	Antonio	Villaluna	\$1,497.36	\$1,497.36	\$2,994.72	\$0	\$2,994.72
	Mark	Vincent	\$151.98	\$151.98	\$303.96	\$0	\$303.96
	Subtotal				\$46,833.00	\$0.00	\$46,833.00
Payment 2							
11/15/2023	Paul	Arcinas	\$2,028.72	\$2,028.72	\$4,057.44	\$52.72	\$4,110.16
	Mark	Carreon	\$1,846.92	\$1,846.92	\$3,693.84	\$48.00	\$3,741.84
	Reynaldo	Cerezo	\$1,638.46	\$1,638.46	\$3,276.92	\$42.58	\$3,319.50
	Grazielle	Din	\$1,513.58	\$1,513.58	\$3,027.16	\$39.34	\$3,066.50
	Charmaine	Estigoy	\$1,618.61	\$1,618.61	\$3,237.22	\$42.07	\$3,279.29
	Rowel	Galit	\$1,597.68	\$1,597.68	\$3,195.36	\$41.52	\$3,236.88
	Alfredo	Garcia	\$2,055.38	\$2,055.38	\$4,110.76	\$53.42	\$4,164.18
	Gino	Manaloto	\$2,066.07	\$2,066.07	\$4,132.14	\$53.70	\$4,185.84
	Maria Karla	Manuel	\$2,340.17	\$2,340.17	\$4,680.34	\$60.82	\$4,741.16
	John	Penaflor	\$1,936.20	\$1,936.20	\$3,872.40	\$50.32	\$3,922.72
	Ester	Poquiz	\$1,601.71	\$1,601.71	\$3,203.42	\$41.63	\$3,245.05
	Ryan	Villamer	\$1,645.66	\$1,645.66	\$3,291.32	\$42.77	\$3,334.09
	Subtotal				\$43,778.32	\$568.89	\$44,347.21
Payment 3							
4/15/2023	Constancio	Estigoy	\$2,345.17	\$2,345.17	\$4,690.34	\$60.95	\$4,751.29
	Omer	Sanga	\$2,361.54	\$2,361.54	\$4,723.08	\$61.37	\$4,784.45
	Corazon	Canlas	\$2,388.78	\$2,388.78	\$4,777.56	\$62.08	\$4,839.64
	Eldifonso	Gallego	\$2,396.66	\$2,396.66	\$4,793.32	\$62.29	\$4,855.61
	Florante	Adoptante	\$2,402.15	\$2,402.15	\$4,804.30	\$62.43	\$4,866.73

Due Date	First Name	Last Name	Back Wages	Liquidated Damages	Total BWs and LDs	Interest	Total Payment Due
7/15/2023	Jeffrey	Roque	\$2,444.56	\$2,444.56	\$4,889.12	\$63.53	\$4,952.65
	Gerry	Garino	\$2,678.22	\$2,678.22	\$5,356.44	\$69.60	\$5,426.04
	Jacinto	Santos	\$2,725.60	\$2,725.60	\$5,451.20	\$70.84	\$5,522.04
	Fe	Garcia Navarro	\$2,778.11	\$2,778.11	\$5,556.22	\$72.20	\$5,628.42
	Subtotal				\$45,041.58	\$585.29	\$45,626.87
Payment 4							
7/15/2023	William	Luzadas	\$3,294.16	\$3,294.16	\$6,588.32	\$85.61	\$6,673.93
	Aiko	Manaloto	\$3,360.62	\$3,360.62	\$6,721.24	\$87.34	\$6,808.58
	Ramerl	Francisco		\$3,809.47	\$3,809.47	\$49.50	\$3,858.97
	Jay	Miasco		\$3,947.14	\$3,947.14	\$51.29	\$3,998.43
	Leoncio	Canlas		\$3,965.30	\$3,965.30	\$51.53	\$4,016.83
	John	Calimag Jr.		\$4,031.74	\$4,031.74	\$52.39	\$4,084.13
	Cornelio	Sanga Jr		\$4,378.12	\$4,378.12	\$56.89	\$4,435.01
	Archieval	Espera		\$4,791.56	\$4,791.56	\$62.26	\$4,853.82
	Kevin	Pascua		\$4,880.36	\$4,880.36	\$63.42	\$4,943.78
	Virgilio	DeLa Rosa		\$5,111.40	\$5,111.40	\$66.42	\$5,177.82
	Aries	Bansil		\$5,728.77	\$5,728.77	\$74.44	\$5,803.21
	Arnie	Espera		\$6,185.03	\$6,185.03	\$80.37	\$6,265.40
	Subtotal				\$60,138.45	\$781.46	\$60,919.91
Payment 5							
10/15/2023	Ramerl	Francisco	\$3,809.47		\$3,809.47	\$49.50	\$3,858.97
	Jay	Miasco	\$3,947.14		\$3,947.14	\$51.29	\$3,998.43
	Leoncio	Canlas	\$3,965.30		\$3,965.30	\$51.53	\$4,016.83
	Cornelio	Sanga Jr	\$4,378.12		\$4,378.12	\$56.89	\$4,435.01
	Archieval	Espera	\$4,791.56		\$4,791.56	\$62.26	\$4,853.82
	Kevin	Pascua	\$4,880.36		\$4,880.36	\$63.42	\$4,943.78
	Virgilio	DeLa Rosa	\$5,111.40		\$5,111.40	\$66.42	\$5,177.82
	Aries	Bansil	\$5,728.77		\$5,728.77	\$74.44	\$5,803.21
	Arnie	Espera	\$6,185.03		\$6,185.03	\$80.37	\$6,265.40
	Maria	Alcantara		\$3,254.34	\$3,254.34	\$42.29	\$3,296.63
	Prince	Booc		\$3,261.72	\$3,261.72	\$42.38	\$3,304.10
	Melquiades	Canceran		\$3,267.37	\$3,267.37	\$42.46	\$3,309.83
	Marcelo	Caaway		\$3,282.17	\$3,282.17	\$42.65	\$3,324.82
	Norbert	Fernando		\$4,004.51	\$4,004.51	\$52.04	\$4,056.55
	Ariston	Sabarre		\$3,282.87	\$3,282.87	\$42.66	\$3,325.53
	Subtotal				\$63,150.13	\$820.60	\$63,970.73
Payment 6							
1/15/2024	Maria	Alcantara		\$3,254.34	\$3,254.34	\$42.29	\$3,296.63
	Prince	Booc		\$3,261.72	\$3,261.72	\$42.38	\$3,304.10
	Melquiades	Canceran		\$3,267.37	\$3,267.37	\$42.46	\$3,309.83
	Marcelo	Caaway		\$3,282.17	\$3,282.17	\$42.65	\$3,324.82

Due Date	First Name	Last Name	Back Wages	Liquidated Damages	Total BWs and LDs	Interest	Total Payment Due
Payment 7	Ariston	Sabarre		\$3,282.87	\$3,282.87	\$42.66	\$3,325.53
	Jesusito	Orolfo		\$3,293.11	\$3,293.11	\$42.79	\$3,335.90
	Walter	Templora		\$3,392.23	\$3,392.23	\$44.08	\$3,436.31
	Arsenio	Luna		\$3,393.41	\$3,393.41	\$44.10	\$3,437.51
	Aries	Parchejo		\$3,410.44	\$3,410.44	\$44.32	\$3,454.76
	Vaun	DeLos Santos		\$3,599.48	\$3,599.48	\$46.77	\$3,646.25
	Carlo	Rivera		\$3,602.88	\$3,602.88	\$46.82	\$3,649.70
	Jaime	Tan		\$7,242.32	\$7,242.32	\$94.11	\$7,336.43
	Gertrude	Canceran		\$7,244.00	\$7,244.00	\$94.13	\$7,338.13
	Conrado	Gutierrez		\$7,324.34	\$7,324.34	\$95.18	\$7,419.52
	Alfonso	Poquiz		\$3,704.25	\$3,704.25	\$48.13	\$3,752.38
	Subtotal				\$62,554.93	\$812.87	\$63,367.80
Payment 7							
4/15/2024	Carlo	Rivera	\$7,205.76		\$7,205.76	\$93.64	\$7,299.40
	Jaime	Tan	\$3,621.16		\$3,621.16	\$47.06	\$3,668.22
	Gertrude	Canceran	\$3,622.00		\$3,622.00	\$47.07	\$3,669.07
	Conrado	Gutierrez	\$3,662.17		\$3,662.17	\$47.59	\$3,709.76
	Alfonso	Poquiz	\$7,408.50		\$7,408.50	\$96.27	\$7,504.77
	Jed	Aquino		\$3,731.97	\$3,731.97	\$48.50	\$3,780.47
	Marites	Boyer		\$3,803.32	\$3,803.32	\$49.42	\$3,852.74
	John Paul	Tunac		\$4,554.73	\$4,554.73	\$59.19	\$4,613.92
	Sussette	Gomez		\$4,613.16	\$4,613.16	\$59.95	\$4,673.11
	Rodolfo	Villa		\$4,905.04	\$4,905.04	\$63.74	\$4,968.78
	Victorio	Esteves		\$7,281.14	\$7,281.14	\$94.62	\$7,375.76
	Junias	Hutabarat		\$7,431.70	\$7,431.70	\$96.57	\$7,528.27
	Nilo	Medina		\$11,780.73	\$11,780.73	\$153.09	\$11,933.82
Subtotal							
Payment 8							
7/15/2024	Jesusito	Orolfo	\$6,586.22		\$6,586.22	\$85.58	\$6,671.80
	Walter	Templora	\$6,784.45		\$6,784.45	\$88.16	\$6,872.61
	Arsenio	Luna	\$6,786.81		\$6,786.81	\$88.19	\$6,875.00
	Marites	Boyer		\$3,803.32	\$3,803.32	\$49.42	\$3,852.74
	Norbert	Fernando		\$4,004.51	\$4,004.51	\$52.04	\$4,056.55
	Rommel	Mendoza		\$4,124.63	\$4,124.63	\$53.60	\$4,178.23
	Ruben	Manalang		\$4,138.45	\$4,138.45	\$53.78	\$4,192.23
	John Paul	Tunac		\$4,554.73	\$4,554.73	\$59.19	\$4,613.92
	Sussette	Gomez		\$4,613.16	\$4,613.16	\$59.95	\$4,673.11
	Rodolfo	Villa		\$4,905.04	\$4,905.04	\$63.74	\$4,968.78
	Victorio	Esteves		\$7,281.14	\$7,281.14	\$94.62	\$7,375.76
	Junias	Hutabarat		\$7,431.70	\$7,431.70	\$96.57	\$7,528.27
	Nilo	Medina		\$11,780.73	\$11,780.73	\$153.09	\$11,933.82

Due Date	First Name	Last Name	Back Wages	Liquidated Damages	Total BWs and LDs	Interest	Total Payment Due
	Subtotal				\$76,794.89	\$997.93	\$77,792.82
Payment 9							
10/15/2024	Aries	Parchejo		\$3,410.44	\$3,410.44	\$44.32	\$3,454.76
	Vaun	DeLos Santos		\$3,599.48	\$3,599.48	\$46.77	\$3,646.25
	Jed	Aquino		\$3,731.97	\$3,731.97	\$48.50	\$3,780.47
	Marites	Boyer	\$3,803.32		\$3,803.32	\$49.42	\$3,852.74
	Norbert	Fernando	\$4,004.51		\$4,004.51	\$52.04	\$4,056.55
	Rommel	Mendoza	\$8,249.25		\$8,249.25	\$107.20	\$8,356.45
	Ruben	Manalang	\$8,276.90		\$8,276.90	\$107.55	\$8,384.45
	John Paul	Tunac	\$4,554.73		\$4,554.73	\$59.19	\$4,613.92
	Sussette	Gomez	\$4,613.16		\$4,613.16	\$59.95	\$4,673.11
	Rodolfo	Villa	\$4,905.26		\$4,905.26	\$63.74	\$4,968.78
	Victorio	Esteves	\$7,281.14		\$7,281.14	\$94.62	\$7,375.76
	Junias	Hutabarat	\$7,431.70		\$7,431.70	\$96.57	\$7,528.27
	Nilo	Medina	\$11,780.73		\$11,780.73	\$153.09	\$11,933.82
	Subtotal				\$75,642.59	\$982.96	\$76,625.33
Payment 10							
1/15/2025	John	Calimag Jr.	\$4,031.74		\$4,031.74	\$52.39	\$4,084.13
	Maria	Alcantara	\$6,508.67		\$6,508.67	\$84.58	\$6,593.25
	Prince	Booc	\$6,523.44		\$6,523.44	\$84.77	\$6,608.21
	Melquiades	Canceran	\$6,534.73		\$6,534.73	\$84.92	\$6,619.65
	Marcelo	Caaway	\$6,564.33		\$6,564.33	\$85.30	\$6,649.63
	Ariston	Sabarre	\$6,565.74		\$6,565.74	\$85.32	\$6,651.06
	Jesusito	Orolfo		\$3,293.11	\$3,293.11	\$42.79	\$3,335.90
	Walter	Templora		\$3,392.23	\$3,392.23	\$44.08	\$3,436.31
	Arsenio	Luna		\$3,393.41	\$3,393.41	\$44.10	\$3,437.51
	Aries	Parchejo	\$6,820.88		\$6,820.88	\$88.63	\$6,909.51
	Vaun	DeLos Santos	\$7,198.95		\$7,198.95	\$93.55	\$7,292.50
	Carlo	Rivera		\$3,602.88	\$3,602.88	\$46.82	\$3,649.70
	Jaime	Tan	\$3,621.16		\$3,621.16	\$47.06	\$3,668.22
	Gertrude	Canceran	\$3,662.23		\$3,622.23	\$47.07	\$3,669.07
	Conrado	Gutierrez	\$3,662.17		\$3,662.17	\$47.59	\$3,709.76
	Alfonso	Poquiz		\$3,704.25	\$3,704.25	\$48.13	\$3,752.38
	Jed	Aquino	\$7,463.94		\$7,463.94	\$96.99	\$7,560.93
	Marites	Boyer	\$3,803.32		\$3,803.32	\$49.42	\$3,852.74
	Norbert	Fernando	\$4,004.51		\$4,004.51	\$52.04	\$4,056.55
	Rommel	Mendoza		\$4,124.63	\$4,124.63	\$53.60	\$4,178.23
	Ruben	Manalang		\$4,138.45	\$4,138.45	\$53.78	\$4,192.23
	John Paul	Tunac	\$4,554.73		\$4,554.73	\$59.19	\$4,613.92
	Sussette	Gomez	\$4,613.16		\$4,613.16	\$59.95	\$4,673.11
	Rodolfo	Villa	\$4,905.36		\$4,905.36	\$63.74	\$4,968.78

Due Date	First Name	Last Name	Back Wages	Liquidated Damages	Total BWs and LDs	Interest	Total Payment Due
	Victorio	Esteves	\$7,281.14		\$7,281.14	\$94.62	\$7,375.76
	Junias	Hutabarat	\$7,431.70		\$7,431.70	\$96.57	\$7,528.27
	Nilo	Medina	\$11,780.73		\$11,780.73	\$153.09	\$11,933.82
	Civil Money Penalty						\$25,000
	Subtotal				\$143,141.59	\$1,860.09	\$145,001.13

Exhibit C
(Deeds of Trust)

Exhibit D

LEGAL NOTICE TO ALL EMPLOYEES

The **Fair Labor Standards Act** provides that all employees must be paid **minimum wage** for all hours worked. In addition, employees must be paid **overtime**, at a rate of time and one half their regular rate, for the hours they work over 40 in a workweek. All employees are entitled to an overtime premium when they work over 40 hours.

To resolve a lawsuit brought by the **Department of Labor, Neldy's R.C., Inc.** agreed to compensate their employees in accordance with the Fair Labor Standards Act, and the **United States District Court** entered an Order requiring **Neldy's R.C., Inc.** to pay employees overtime as required by the **Fair Labor Standards Act**.

All employees who work in this establishment should report violations of minimum wage and overtime to the U.S. Department of Labor, Wage and Hour Division, at (619) 557-5110. Your name will not be disclosed.

Exhibit D
(Spanish)

NOTICIA LEGAL A TODOS LOS EMPLEADOS

La Ley de Normas Razonables de Trabajo establece que todos los empleados deben recibir el salario mínimo por todas las horas trabajadas. Además, a los empleados se les debe pagar horas extras, a tiempo y medio de su tarifa regular, por las horas que trabajen más de 40 en una semana laboral. Todos los empleados tienen derecho a una prima por horas extras cuando trabajan más de 40 horas.

Para resolver una demanda presentada por el Departamento de Trabajo, **Neldy's R.C., Inc.** acordó compensar a sus empleados de acuerdo con la Ley de Normas Razonables de Trabajo, y el Tribunal de Distrito de los Estados Unidos emitió una Orden que exige que **Neldy's R.C., Inc.** pague a los empleados horas extras como lo requiere la Ley de Normas Razonables de Trabajo.

Todos los empleados que trabajan en este establecimiento deben denunciar las violaciones del salario mínimo y las horas extraordinarias a la División de Horas y Salarios del Departamento de Trabajo de los EE. UU. al (619) 557-5110. Su nombre no será revelado.